



TERRI L. McDONALD  
Chief Probation Officer

## COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY  
DOWNEY, CALIFORNIA 90242  
(562) 940-2501



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 17, 2019

63 December 17, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

### **APPROVAL OF A NON-FINANCIAL STANDARDIZED MEMORANDUM OF UNDERSTANDING WITH RAPE CRISIS CENTERS TO PROVIDE EMOTIONAL SUPPORT SERVICES RELATED TO SEXUAL ABUSE AND VICTIM ADVOCATE SERVICES**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This is to request that your Board authorize the Chief Probation Officer to enter into a standardized non-financial Memorandum of Understanding (MOU) with Rape Crisis Centers (RCCs) for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per Federal Prison Rape Elimination Act (PREA) Standards.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached non-financial standardized MOU (Attachment) to utilize the services of RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Los Angeles County Probation Department (Probation) juvenile facilities.
2. Delegate authority to the Chief Probation Officer to negotiate, execute, amend, modify, terminate, and/or extend MOUs with RCCs, upon approval as to form by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of a non-financial standardized MOU to utilize the services of RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Probation juvenile facilities. The RCCs are self-funded through governmental grants and/or donations from donors. This will provide Probation with needed resources at no cost.

The RCCs will be primarily providing services that include access to outside victim advocates for initial, follow-up and on-going Emotional Support Services related to sexual abuse as requested by the youth victim and Probation's staff through the following methods:

- Free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to RCCs hotline number made available to youth;
- Confidential written correspondence between a Sexual Assault Counselor and a youth victim;
- In-person crisis counseling/case management sessions between youth victims and RCCs staff utilizing prearranged meetings; and/or
- Telephone calls to RCCs Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

### **FISCAL IMPACT/FINANCING**

The proposed MOU is non-financial and has no fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 14, 2017, your Board directed the Sheriff Civilian Oversight Commission (COC), Office of Inspector General (OIG) and Probation to develop a plan for PREA Compliance within the Department's juvenile detention facilities. Probation created a PREA Compliance unit to assist in developing a path towards compliance with PREA (2003), and the development of relationships between internal and external staff responsible for the maintenance of compliance and reporting.

The non-financial standardized MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these recommendations will allow Probation to collaborate with RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Probation juvenile institutions. These recommendations will also establish a comprehensive effort to comply with the PREA Standards by demonstrating Probation's commitment to developing and maintaining agreements with community service providers that are able to provide youth in custody with confidential emotional support services related to sexual abuse.

Respectfully submitted,

A handwritten signature in blue ink, reading "Terri L. McDonald". The signature is fluid and cursive, with a long horizontal flourish extending to the left.

TERRI L. McDONALD  
Chief Probation Officer

TLM:TH:JK:sb

Enclosures

c: Executive Officer  
County Counsel  
Chief Executive Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
AGENCY (Rape Crisis Center (RCC))  
TO PROVIDE EMOTIONAL SUPPORT SERVICES RELATED TO SEXUAL  
ABUSE AND VICTIM ADVOCATE SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the County of Los Angeles Probation Department, hereinafter referred to as "County" and (RCC), hereinafter referred to as "Agency".

**WHEREAS**, The Prison Rape Elimination Act (PREA) Compliance Unit is seeking assistance in executing a Memorandum of Understanding (MOU) with Agency to define roles and responsibilities regarding the County's duty to provide Emotional Support Services related to sexual abuse and Victim Advocate Services per Federal PREA Standards.

**WHEREAS**, On May 29, 2018, the Board of Supervisors directed County Counsel to coordinate and lead a PREA Compliance Implementation Team (Team) comprised of staff from CEO, Sheriff, and Probation to identify the steps required to achieve compliance with PREA in all County facilities and provide guidance to the Sheriff and Chief Probation Officer on implementing necessary reforms.

**NOW, THEREFORE**, in consideration of the mutual benefits and subject to the conditions contained herein, the parties mutually agree as follows:

**I. PURPOSE**

The purpose of this MOU is to define the roles and responsibilities of each entity regarding the County's duty to provide Emotional Support Services related to sexual abuse and Victim Advocate Services.

The intent of this MOU is to provide youth in custody in Los Angeles County juvenile institutions with Emotional Support Services related to Sexual Abuse in accordance with the Prison Rape Elimination Act (PREA) Federal Standard 115.353; for violations listed in California Penal Code Sections 236.1(c), 261.5, 264.2, 266, 269, 285, 288.5, 288.7, 311.11, 647(b)(3), 646.9, and 679.04.

**II. TERM**

The term of the MOU is for a one-year period beginning XXXXX, through XXXXXX. Any additional renewals commencing after XXXXX will be subject to approval by the County and Agency.

### **III. FUNDING**

This is a non-financial MOU.

### **IV. COUNTY RESPONSIBILITIES**

County agrees to:

1. Work with Agency so that youth victims are provided with access to outside Victim Advocates for Emotional Support Services Related to Sexual Abuse for violations of the crimes listed in California Penal Code Sections 236.1(c), 261.5, 264.2, 266, 269, 285, 288.5, 288.7, 311.11, 647(b)(3), 646.9, and 679.04. This will be accomplished by providing contact information for Agency to the youth population via departmentally approved written materials.
2. Provide Agency with County volunteer training including PREA volunteer training; and provide other training, orientation and information when possible such as facility tours and specialized meetings to familiarize Agency personnel with facility operations and/or policies related to PREA.
3. Allow entry of Agency Personnel who (1) have passed all required security clearances and (2) for whom Agency maintains proof of having met the 2 requirements for Sexual Assault Counsel or pursuant to California Evidence Code § 1035.2, as Victim Advocates into the facility and/or the hospital site for the forensic medical examination and investigative interview(s) and to provide emotional support services per PREA Standard § 115.353. Contact Agency to request a Victim Advocate to accompany and support the youth victim through the forensic medical examination process and investigative interview(s).
4. Contact Agency for emotional support via phone call or in-person crisis counseling sessions, with the youth victim's consent and upon request.
5. Respect the nature of privileged communication between the Victim Advocate from Agency and the youth victim pursuant to California Evidence Code § 1035.4 and 1035.8, whenever possible during the forensic medical examination process; and treat written correspondence between Agency Personnel and a youth in an envelope marked "Evid. Code 1035.4 Confidential/Privileged Communication" as confidential written correspondence.
6. Permit follow-up and on-going Emotional Support Services Related to Sexual Abuse as requested by the youth victim and Agency Personnel without regard to the status of an investigation through the following methods:

- a. Free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to Agency's hotline number made available to youth;
  - b. Confidential written correspondence between a Sexual Assault Counselor and a youth victim pursuant to California Evidence Code § 1035.4– outside of envelope must state "Evid. Code 1035.4 Confidential/Privileged Communication;"
  - c. In-person crisis counseling/case management sessions between youth victims and Agency Personnel utilizing meetings prearranged by the PREA Compliance Manager or designee when arranged by the specific institution and approved by County- Probation Headquarters;
  - d. Telephone calls to Agency Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.
7. Include Agency's address and hotline number on PREA youth education materials.
  8. Participate in multi-disciplinary team meetings regarding individual reports of sexual abuse and sexual harassment of a youth victim
  9. Meet with Agency on a quarterly basis
  10. Communicate any questions or concerns to Agency's Director of Programs or designee by telephone or email as needed.

## **V. AGENCY RESPONSIBILITIES**

Agency agrees to provide the following services:

1. Work with County staff so that youth victims are provided with access to outside Victim Advocates for Emotional Support Services related to sexual abuse via Advocacy Agency's 24-hour hotline, or during accompaniment to designated facility per direction from Juvenile Court Health Services (JCHS).
2. Follow all County policies and procedures for safety and security.
3. Maintain documentation for each Victim Advocate of that individual's qualifications for Sexual Assault Counselor in California Evidence Code § 1035.2 and make available to County upon request
4. Maintain confidentiality as required by state and federal laws for sexual assault counselors pursuant to California Evidence Code § 1035.8.

5. Provide follow-up and on-going Emotional Support Services Related to Sexual Abuse as requested by the youth victim and County Personnel through the following methods:
  - a. free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to Agency's hotline number made available to youth;
  - b. confidential written correspondence between a Sexual Assault Counselor and a youth victim pursuant to California Evidence Code § 1035.4– outside of envelope must state "Evid. Code 1035.4 Confidential/Privileged Communication;"
  - c. in-person crisis counseling/case management sessions between youth victims and Agency Personnel utilizing meetings prearranged by the PREA Compliance Manager or designee when arranged by the specific institution and approved by County- Probation Headquarters;
  - d. telephone calls to Agency Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.
6. Notify the facility's Director on Duty/Designee (Juvenile Halls) or Director/Designee (Camps) at any time during the day or night, of any emergency mental health needs of the victim, with proper consent or as required by reporting laws, and without disclosing anything beyond immediate concern:
  - a. Barry J. Nidorf Juvenile Hall - (818) 364-2011
  - b. Central Juvenile Hall- (323) 226-8611
  - c. Camp Afflerbaugh- (909) 593-4937
  - d. Dorothy Kirby Center- (323) 981-4301
  - e. Camp Paige- (909) 593-4921
  - f. Camp Rockey- (909) 599-2391
  - g. Camp Kilpatrick- (818) 889-1353
  - h. Camp Scott- (661) 296-8500

The County has the right to add or delete facilities at any time.

7. As resources allow, provide training on trauma-informed responses to sexual abuse and sexual harassment for County staff, upon request and if available.
8. As resources allow, develop informational materials and provide emotional support for youth victims and secondary victims of sexual assault and sexual harassment

9. As resources allow, facilitate support groups and/or educational workshops for youth in County facilities

10. Communicate any questions or concerns to the County PREA Coordinator, or designee, by telephone or email as needed:

- a. Departmental PREA Coordinator:  
Nathan Martinez (562) 522-0962  
Nathan.Martinez@probation.lacounty.gov

## **VI. BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Agency's staff are required as a condition of beginning and continuing work under the MOU. The cost of background checks is the responsibility of the Agency. Agency shall be responsible for the ongoing implementation and monitoring of Paragraphs 1 through 6 below. On at least a quarterly basis, Agency shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from County.

1. Agency shall submit the names of Agency's or Subcontractor's employees to the County Coordinator prior to the employee starting work on this MOU. County will schedule appointments to conduct background investigation/record checks based on fingerprints of Agency's or Subcontractor's employees, and shall conduct background investigations of Agency's or Subcontractor's employees at any time. **The Agency's or Subcontractor's employees shall not begin work on this MOU before receiving written notification of clearance from County.**
2. No personnel employed by the Agency or Subcontractor for this service having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.
3. County reserves the right to preclude Agency or Subcontractor from employment or continued employment of any individual performing services under this MOU.
4. No Agency or Subcontractor staff providing services under this MOU shall be on active probation or parole.
5. Agency or Subcontractor staff performing services under this MOU shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.



6. Because County is charged by the State for reviewing the criminal records of Agency's or Subcontractor's employee, County will bill Agency to recover expenses. The current amount is \$49.00 per record check, which is subject to change by the State.

## **VII. CONFIDENTIALITY**

The Agency shall be responsible for safeguarding all County information and data provided to the Agency.

1. Agency shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
2. Agency shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of this confidentiality section of the MOU.
  - a) Agency shall sign and adhere to the provisions of *Exhibit A, Contractor Acknowledgement and Confidentiality Agreement*.
  - b) Agency shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit B, Contractor Employee Acknowledgment and Confidentiality Agreement*.
  - c) Agency shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit C, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.
3. Agency shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Agency, its officers, employees, agents, or Subcontractors, to comply with this Section as determined by County in its sole judgment. Any legal defense pursuant to Agency's indemnification obligations under this Paragraph shall be conducted by Agency and performed by counsel selected by Agency and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Agency fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County

Counsel, and reimbursement from Agency for all such costs and expenses incurred by County in doing so. Agency shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

4. Confidentiality of Adult and Juvenile Records

Agency shall comply with state laws which provide that all adult and juvenile records and County case information provided to Agency is confidential and no such information shall be disclosed except those authorized employees of County and law enforcement agencies. (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144).

5. Agency shall provide to its employees copies of all code sections cited in this Section of the MOU, and forms to sign (*Refer to Exhibit D, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. Agency shall retain original CORI signed forms and forward copies to the County Coordinator within five (5) business days of start of employment.
6. Violations: Agency agrees to inform all of its employees, agents, subcontractors, and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

**VIII. INDEMNIFICATION**

Agency shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Agency's acts and/or omissions arising from and/or relating to this MOU.

Except as otherwise provided in Section VII, Confidentiality, County shall indemnify, defend and hold harmless Agency, its elected and appointed officers, agents and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this MOU.

**IX. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been

met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections IX and X of this MOU. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

#### **1. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Agency's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Agency identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

- Agency also shall promptly report to County any injury or property damage accident or incident, including any injury to an Agency employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Agency. Agency also shall promptly notify County of any third party claim or suit filed against Agency or any of its Subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against Agency and/or County.

## **2. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Agency's General Liability policy with respect to liability arising out of Agency's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Agency's acts or omissions, whether such liability is attributable to the Agency or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

## **3. Cancellation of or Changes in Insurance**

Agency shall provide County with, or Agency's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

## **4. Failure to Maintain Insurance**

Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which County immediately may withhold payments due to Agency, and/or suspend or terminate this MOU. County, at its sole discretion, may obtain damages from Agency resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Agency, deduct the premium cost from sums due to Agency or pursue Agency reimbursement.

**5. Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A.M. unless otherwise approved by County.

**6. Agency's Insurance Shall Be Primary**

Agency's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to Agency. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Agency coverage.

**7. Waivers of Subrogation**

To the fullest extent permitted by law, the Agency hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this MOU. The Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8. Subcontractor Insurance Coverage Requirements**

Agency shall include all Subcontractors as insureds under Agency's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Agency shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Agency as additional insureds on the Subcontractor's General Liability policy. Agency shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**9. Deductibles and Self-Insured Retentions (SIRs)**

Agency's policies shall not obligate the County to pay any portion of any Agency deductible or SIR. County retains the right to require Agency to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**10. Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this MOU. Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

**11. Application of Excess Liability Coverage**

Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**12. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**13. Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

**14. COUNTY Review and Approval of Insurance Requirements**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**X. INSURANCE COVERAGE**

1. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Agency will provide leased employees, or, is an employee

leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.

#### **XI. AMENDMENTS**

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

#### **XII. TERMINATION**

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with thirty (30) calendar days of advance written notice to the other party.

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**IN WITNESS WHEREOF**, County and Agency have caused this MOU to be executed on their behalf by their authorized agents, on the day, month and year as written. The person signing on behalf of Agency for the warrants that he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
TERRI L. MCDONALD  
CHIEF PROBATION OFFICER

\_\_\_\_\_  
Date

AGENCY

By \_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By \_\_\_\_\_  
NANCY M. TAKADE  
PRINCIPAL DEPUTY COUNTY COUNSEL

\_\_\_\_\_  
Date